

**MOU AMENDMENT NO. 2**  
**ART CONSIGNMENT PROGRAM**  
**YELLOWSTONE ART MUSEUM**  
**MOU NO. COR-NRMOU-2021-0373-MWP**

This MOU AMENDMENT No. 2 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Yellowstone Art Museum**, (Contractor), whose address and phone number are 401 N. 27<sup>th</sup> Street, Billings, MT 59101, (406) 256-6804. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period August 1, 2022, through July 31, 2023, per the terms, conditions, and prices agreed upon. This is the 2<sup>nd</sup> renewal, 3<sup>rd</sup> year of the MOU. This MOU, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 10, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below. **(The referenced sections will read as follows with new language underlined).**

**10. COMPLIANCE WITH LAWS**

**10.1 Applicable Laws.** Yellowstone Art Museum shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Yellowstone Art Museum is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Yellowstone Art Museum will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Yellowstone Art Museum is referred to § 45-5-501 MCA. Any subletting or subcontracting by Yellowstone Art Museum subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Yellowstone Art Museum agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

**10.2 Affordable Care Act.** The Affordable Care Act requires a Yellowstone Art Museum, if Yellowstone Art Museum is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability

requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2021-0373-MWP, including Amendment #1**, remain unchanged.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Yellowstone Art Museum Montana**  
**Consignment Gallery**  
**401 N. 27<sup>th</sup> Street**  
**Billings, MT 59101**

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10/3/2022

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Jennie Hansen, Warden  
Montana Women's Prison

(Date)

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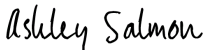
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Marilu Metherell  
Adult Education Coordinator

(Date)

Approved as to Form:

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9/30/2022

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Ashley Salmon, Contracts Officer  
Financial Services Bureau

(Date)

Approved as to Legal Content:

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9/30/2022

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Molenda McCarty, Legal Counsel  
Legal Services Bureau

(Date)

**MOU AMENDMENT NO. 1**  
**MOU FOR: ART CONSIGNMENT PROGRAM**  
**MOU NO. COR-NRMOU-2021-0373-MWP**

This MOU AMENDMENT No. 1 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Yellowstone Art Museum**, (Contractor), whose address and phone number are 401 N. 27<sup>th</sup> Street, Billings, MT 59101, (406) 256-6804. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period August 1, 2021, through July 31, 2022, per the terms, conditions, and prices agreed upon. This is the 1<sup>st</sup> renewal, 2<sup>nd</sup> year of the MOU. This MOU, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 10, of the above referenced MOU, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language to the language as shown below:

**10. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**10.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA) if provided by the State.

- 3) In accordance with Section 5, of the above referenced MOU, entitled Liaisons and Notice, Sub-Section 5.1, MOU Liaisons, parties mutually agree to a change in both the State and Contractor's liaison.

**State's liaison**

**Current**

Annamae Siegfried-Derrick  
701 South 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 247-5102  
[asiegfried-derrick@mt.gov](mailto:asiegfried-derrick@mt.gov)

**New**

Michael Moorman, Associate Warden  
Montana Women's Prison  
701 South 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 247-5100  
[MMoorman@mt.gov](mailto:MMoorman@mt.gov)

**Contractor's liaison**

**Current**

Sally McIntosh  
401 N. 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 256-6804  
[adulter@artmuseum.org](mailto:adulter@artmuseum.org)


**New**

Carrie Goe Nettleton  
401 N. 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 256-6804 x238  
[outreach@artmuseum.org](mailto:outreach@artmuseum.org)

Except as modified above, all other terms and conditions of MOU No **COR-NRMOU-2021-0373-MWP** remain unchanged.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**YELLOWSTONE ART MUSEUM**  
**CONSIGNMENT GALLERY**  
**401 N. 27<sup>th</sup> Street**  
**Billings, MT 59101**

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Jennie Hansen, Warden  
Montana Women's Prison  
9/20/2021  
(Date)

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John Greenberger, Interim Director  
(Date)  
9/17/2021

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Jason M. Collins, Contracts Officer  
Department of Corrections  
9/17/2021  
(Date)

Approved as to Legal Content:

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Molenda McCarty, Staff Attorney  
Department of Corrections  
9/17/2021  
(Date)

**ART CONSIGNMENT PROGRAM  
MEMORANDUM OF UNDERSTANDING # COR-NRMOU-2021-0373-MWP**

**1. PARTIES**

The **Montana Department of Corrections Women's Prison (State)** and **Yellowstone Art Museum (Contractor)** enter into this Memorandum of Understanding **COR-NRMOU-2021-0373-MWP** for a consignment program. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Women's Prison  
5 S. Last Chance Gulch  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

Yellowstone Art Museum  
Consignment Gallery  
401 N. 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 256-6804

**STATE AND CONTRACTOR, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU) AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION AND RENEWAL**

This MOU shall take effect on August 1, 2020, and shall terminate on July 31, 2021, unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of six (6) additional years.

**3. DUTIES/RESPONSIBILITIES OF PARTIES**

**3.1** The State agrees to

- A. Accept finished pieces of art from the inmate artists. Finished pieces shall be ready for display, such as those placed on a backing, covered in clear acetate, having finished edges (taped edges, painted black, continued onto the sides of a canvas, hanging hardware and bumper, etc.) or matted, and framed works.
- B. Ensure artwork submitted by inmates is warranted by the inmates to be original pieces created by them to which they hold title.
- C. Supply the Contractor with art pieces that are displayable in a small gallery space, typically, on a wall, such as: pencil/pen/charcoal drawings and acrylics on canvas.
- D. Ensure that at the time of transfer each piece is accompanied by a slip containing the inmate artist's name, a brief bio, the name or title of the piece, the artwork's size, the art medium, the date the piece was completed, the sale price for the piece, the 40% consignment fee, and the total sales price.
- E. Recall artwork if an inmate is transferred, discharged, hobby privileges are terminated, or for any other reason the consignment is not completed.
- F. Maintain a monthly accounting of the pieces consigned.
- G. Transport art to or from the museum.

H. Accept donated inmate art to promote facility beautification or future arts education.

**3.2** The Contractor agrees to:

- A. Prescreen art before consignment and reject art pieces should they not meet the artistic excellence level of other art displayed in the consignment gallery.
- B. Accept artwork for a three-month consignment period. The piece must meet the prescreening criteria to be accepted for consignment.
- C. Extensions of the consignment period are at the discretion of the Contractor.
- D. Be the exclusive representative of the art while it is in their possession.
- E. Maintain a monthly inventory list of the pieces consigned.
- F. Display the artwork in an art installment or the consignment gallery as the Contractor sees fit, (frequency, number of exhibits, location of the piece in an exhibit).
- G. Promote, market, and advertise consigned art pieces such as reproductions on posters, catalogs, film, TV, etc.
- H. Keep records of the consignment account; artist, sales, discounts, consignment payments, other expenses related to each piece.
- I. Maintain a monthly inventory list of the pieces consigned.
- J. Be responsible for safe keeping of the art and treat it with the same care and respect as other works they own.
- K. Repair any loss or damage to a piece in their care, restoring it to a similar condition as when originally received.
- L. Accept donated art to promote future art exhibits or arts education in Montana prisons, utilizing local galleries, art walks, Quick Draw auctions, or other sales processes, etc.
- M. Contractor reserves the right to negotiate up to 10% on the stated sales price to move a piece.

**3.3** Both the State and the Contractor agree that:

- A. This is a yearly program and if both parties agree to continue the program other art mediums will be considered for display, space allowing.
- B. Art mediums will consist of any mediums which take up little space and are easily displayed on a flat surface such as a wall.

**4. COMPENSATION AND BILLING**

The only compensation to be paid through this MOU is to the inmate artist for a sold piece of work or damages incurred while the work is in the care and custody of the Contractor which cannot be repaired. The Contractor agrees to pay the inmate artist within thirty (30) days following the sale of the art. Checks will be made out to the inmate artist less the 40% consignment fee and other discounts. This compensation will be transferred to the State for deposit into the inmate's trust banking account along with the consignment statement.

No other compensation will be paid or is due to either the State or the Contractor during the term of this agreement.

## **5. LIAISONS AND NOTICE**

**5.1 MOU Liaisons.** All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this MOU must be coordinated between State's liaison and Contractor's liaison.

Annamae Siegfried-Derrick is State's liaison  
701 South 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 247-5102  
[asiegfried-derrick@mt.gov](mailto:asiegfried-derrick@mt.gov)

Sally McIntosh is Contractor's liaison  
401 N. 27<sup>th</sup> Street  
Billings, MT 59101  
(406) 256-6804  
[adulted@artmuseum.org](mailto:adulted@artmuseum.org)

**5.2 Notifications.** All notices and invoices required in this MOU shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

## **6. AMENDMENTS**

All amendments to this MOU shall be in writing and signed by the parties.

## **7. TERMINATION AND DEFAULT**

**7.1** The State may, by written notice to Contractor, terminate this MOU in whole or in part at any time Contractor fails to perform as required in this MOU.

**7.2** Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

## **8. INTEGRATION**

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

## **9. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

## **10. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination

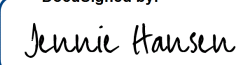
Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119] Code. Detention Facility will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.1.1700 PREA to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractors agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

## 11. COMPLETED MEMORANDUM OF UNDERSTANDING

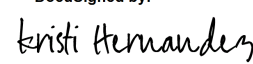
The State cannot disburse any payments to an inmate artist under this MOU until a fully executed original MOU is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT, 59620-1301.

### SIGNATURE

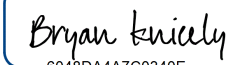
**STATE OF MONTANA**  
**Department of Corrections**  
**Women's Prison**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

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 Jennie Hansen, MWP Warden  
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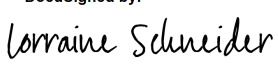
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 Contracts Officer  
 Department of Corrections  
 8/10/2020  
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**Yellowstone Art Museum Montana**  
**Consignment Gallery**  
**401 N. 27<sup>th</sup> Street**  
**Billings, MT 59101**

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 Bryan Knicely, Executive Director  
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 Legal Counsel  
 Department of Corrections  
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